

Exhibit 325

(Filed Under Seal)

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Page 1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 C.A. No. 1:15-cv-07488-CM

-----x

4 IN RE:

5 NAMENDA DIRECT PURCHASER
6 ANTITRUST LITIGATION

7 -----x

8 1221 Avenue of the Americas
9 New York, New York

10 October 11, 2017
11 10:36 a.m.

12 *** HIGHLY CONFIDENTIAL ***

13
14 VIDEOTAPED 30(b)(6) DEPOSITION of
15 FOREST LABORATORIES (now ALLERGAN) and its
16 Representative JULIE A. SNYDER, taken by the
17 Plaintiffs, held at the aforementioned time and
18 place, before Sherri Flagg, a Registered
19 Professional Reporter, Certified LiveNote
20 Reporter, and Notary Public.

21 * * *

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1 MS. McDEVITT: Objection to form.
 2 The document says what it says.
 3 A. That's what the document says.
 4 Q. So Kirkland estimated that it
 5 would cost [REDACTED] to prepare trial and
 6 post-trial briefs, correct?
 7 A. That's --
 8 MS. McDEVITT: Objection to form.
 9 A. That's what the document says.
 10 Q. And Kirkland, which is, again,
 11 Forest's attorneys, estimated that it would
 12 cost -- total litigation costs for appeal would
 13 be [REDACTED], correct?
 14 MS. McDEVITT: Objection to form.
 15 A. You're reading what's on the
 16 document. I mean, I don't know what -- you
 17 know, what Kirkland -- what they anticipated.
 18 This is what they've put on the document.
 19 Q. And what they put on the document
 20 was that the total appeal costs, total
 21 litigation costs for appeal would be
 22 \$[REDACTED] correct?
 23 A. That's what the document says for
 24 Q3 2010.
 25 Q. And if you add up the trial and

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1 post-trial briefs and the appeal costs, you
 2 arrive at total litigation costs of
 3 [REDACTED]. Correct?
 4 A. If you're asking if [REDACTED]
 5 [REDACTED] yes, that's what
 6 the document says.
 7 MS. McDEVITT: You want her to
 8 read this divorced from the paragraph
 9 that precedes it, these numbers?
 10 MR. ENGER: No, I do not want her
 11 to divorce anything.
 12 Q. My question is: Did Kirkland
 13 estimate that the total litigation costs for
 14 trial and post-trial briefs and appeal costs
 15 for the Namenda patent litigation would be
 16 [REDACTED]
 17 MS. McDEVITT: Objection to form.
 18 A. I mean, the document clearly
 19 states that these are estimates and they're
 20 preliminary and subject to change based on
 21 changes in the case schedule, the conduct of
 22 our adversaries and various other factors that
 23 impact litigation. So there's a sentence in
 24 there that defines what -- you know, what could
 25 happen.

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1 Q. Again, what Forest attorneys told
 2 Forest was that it was going to cost about
 3 [REDACTED] to try the case, to do post-trial
 4 briefings and to do appeal?
 5 MS. McDEVITT: Objection to form.
 6 That mischaracterizes what she just said
 7 and mischaracterizes the document.
 8 A. It's a forecast, it's an estimate,
 9 preliminary.
 10 Q. How much did Kirkland
 11 preliminarily forecast that it would cost to do
 12 trial, post-trial briefs and appeal costs?
 13 A. You're asking me to read what's on
 14 the document?
 15 Q. I want you to answer my question.
 16 MS. McDEVITT: I think it's asked
 17 and answered.
 18 If you can.
 19 Q. Is the answer [REDACTED]
 20 MS. McDEVITT: I think you need to
 21 ask the question again.
 22 Q. Did Forest's attorneys
 23 preliminarily estimate that it would cost
 24 [REDACTED] to try the Namenda patent
 25 litigation, to do post-trial briefs and to do

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1 appeal costs?
 2 MS. McDEVITT: Objection to form.
 3 A. On March 23rd, 2009, the date of
 4 this letter, they provided a preliminary
 5 estimate, and estimates are in this -- are in
 6 this document. That's all I know.
 7 Q. How does the estimate that
 8 Forest's attorneys provided Forest compare with
 9 the number that Mr. Coletti provided you
 10 yesterday?
 11 A. The number that Ryan provided me
 12 yesterday was, you know, shy [REDACTED]
 13 [REDACTED]. We can compare
 14 that to the numbers on this page, but they're,
 15 you know, obviously different numbers.
 16 Q. Mr. Coletti's number is about
 17 [REDACTED]
 18 [REDACTED] is that fair?
 19 A. I don't know if I'm comparing
 20 apples to apples. I mean, I can't comment on
 21 that.
 22 Q. Apart from this March 23rd, 2009,
 23 letter, did Forest or its attorneys prepare
 24 other litigation budgets?
 25 A. I wouldn't -- I'm not aware. And

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<p style="text-align: right;">Page 62</p> <p>1 how I do my five-year forecasts, you know, I 2 look at potential scenarios. 3 Q. And in this particular situation, 4 the earliest potential generic entry using your 5 calculations was [REDACTED] correct? 6 A. Based on the new chemical entity, 7 Hatch Waxman plus the 30 months, that's the 8 [REDACTED] that we see here. 9 Q. So do you recall ever doing a 10 forecast or a model that called for a potential 11 generic Namenda Immediate-Release product that 12 came [REDACTED]? 13 A. That's probably the earliest I 14 would have done. But like I said, I run 15 hundreds of scenarios so I don't remember every 16 single one. 17 Q. What I'm getting at is you're not 18 in the business of creating forecasts for some 19 pie-in-the-sky scenario that could never come 20 to pass, right? 21 MS. McDEVITT: Objection to form, 22 mischaracterizes her testimony. 23 Q. There would be higher and better 24 uses of your time than to forecast something 25 that couldn't come to pass?</p>	<p style="text-align: right;">Page 64</p> <p>1 attachment of Solomon Exhibit 3, there are two 2 stars below that text box we were just 3 discussing, and it says Actual Patent Expires 4 April 2015. Do you see that? 5 A. I see that. 6 Q. Does that refresh your 7 recollection that that's referring to the '703 8 patent as relates to Namenda? 9 A. I'm not sure which patent it 10 refers to. 11 Q. Do you recall any other patents in 12 play as relates to Namenda Immediate-Release? 13 A. No. But I mean, I'm not familiar 14 with the -- you know, I'm not involved in 15 the -- in patent -- you know, in patents. I 16 mean, it's really not part of my job. I just, 17 you know -- that's the only one I recall. I 18 recall this one patent. 19 Q. Correct me if I'm wrong. Are you 20 saying that you may not know the patent by its 21 patent number, but you knew there was a patent 22 related to Namenda Immediate-Release? Is that 23 fair? 24 A. I think every drug has a patent 25 so, yes, I would be aware that there would be a</p>
<p style="text-align: right;">Page 63</p> <p>1 MS. McDEVITT: Objection to form. 2 A. I forecast various scenarios for 3 any potential situation. When -- you know, in 4 Alzheimer's disease, there are -- there's 5 developments all the time. [REDACTED] 6 [REDACTED], 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 [REDACTED] 11 I do -- I forecast any -- any 12 scenario. So I -- you know, like I said, I do 13 hundreds of scenarios. So, yes, while I would 14 not forecast something that's completely out 15 of -- out of scope of what I'm looking at, I 16 forecast so many different scenarios just 17 for -- to see what the numbers would look like. 18 That's part of my job. 19 Q. In your previous answer, you 20 mentioned [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 A. Yes, um-hmm. 25 Q. So back to page 1 of the</p>	<p style="text-align: right;">Page 65</p> <p>1 patent. 2 Q. Was this email and attachment 3 prepared and maintained in the ordinary course 4 and scope of Forest's business? 5 A. Yes. This is -- I mean, like I 6 said, this is how I prepare forecasts. It's 7 nothing out of the ordinary that I can see from 8 this. 9 Q. You can set that aside, please. 10 A. Okay. 11 Q. So I'd like to switch gears and 12 talk to you about the authorized generic topics 13 now. 14 A. Okay. 15 Q. And I think there's some basic 16 concepts that, if we can get on the same page 17 about, it would probably make things go more 18 smoothly. 19 Are you familiar with the term 20 "active pharmaceutical ingredient"? 21 A. Yes. 22 Q. And it's also API for short? 23 A. Yes. 24 Q. Can you tell me what your 25 understanding of active pharmaceutical</p>

17 (Pages 62 - 65)

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<p style="text-align: right;">Page 74</p> <p>1 the declaration to --</p> <p>2 Q. We'll get to it but it at least</p> <p>3 discusses the removal of Namenda Immediate-</p> <p>4 Release from the market, right?</p> <p>5 A. I don't think it does.</p> <p>6 MS. McDEVITT: Objection to form,</p> <p>7 mischaracterizes the declaration.</p> <p>8 Q. In February 2014, Forest announced</p> <p>9 its intention to remove Namenda Immediate-</p> <p>10 Release from the market, correct?</p> <p>11 A. I believe that's the date, yes.</p> <p>12 Q. My question to you is: When did</p> <p>13 you recall that decision was made to make that</p> <p>14 announcement?</p> <p>15 MS. McDEVITT: I'm going to object</p> <p>16 and instruct. This is outside the scope.</p> <p>17 She is not here to answer questions about</p> <p>18 the hard switch or the -- I mean, you</p> <p>19 guys went through this in the last</p> <p>20 30(b)(6) deposition.</p> <p>21 We have an email from your</p> <p>22 co-counsel that says that that won't be</p> <p>23 on the table. So she's not here in her</p> <p>24 individual capacity.</p> <p>25 MR. LETTER: I am asking her one</p>	<p style="text-align: right;">Page 76</p> <p>1 not saying he said what would have happened;</p> <p>2 I'm saying he draws a distinction. Is that</p> <p>3 fair?</p> <p>4 A. You're saying he draws a</p> <p>5 distinction between what might have happened</p> <p>6 and what actually happened? Absolutely. And</p> <p>7 Forest and Actavis are, you know, two different</p> <p>8 companies, two different time periods.</p> <p>9 Q. So let's just establish. Forest</p> <p>10 did, in fact, launch an authorized generic in</p> <p>11 or around July 11, 2015, correct?</p> <p>12 MS. McDEVITT: Objection to form.</p> <p>13 A. No, that was Actavis.</p> <p>14 Q. Forest was part of Actavis at that</p> <p>15 point, correct?</p> <p>16 A. Actavis had acquired Forest but as</p> <p>17 I was -- as I was saying, yes, they're two</p> <p>18 different companies. Actavis -- what Actavis</p> <p>19 did would not necessarily have been the same</p> <p>20 thing that Forest would have done had Actavis</p> <p>21 not acquired Forest. Different companies,</p> <p>22 different management.</p> <p>23 Q. Prior to Forest being acquired by</p> <p>24 Actavis -- are we on the same page?</p> <p>25 A. Um-hmm.</p>
<p style="text-align: right;">Page 75</p> <p>1 question about the -- when the decision</p> <p>2 was made to make the announcement to</p> <p>3 remove Namenda Immediate-Release from the</p> <p>4 market. One question.</p> <p>5 MS. McDEVITT: If she knows the</p> <p>6 answer, I will allow her to answer. If</p> <p>7 she knows the answer, she can answer the</p> <p>8 question.</p> <p>9 A. I actually don't know the answer.</p> <p>10 I was not working on the brand team in February</p> <p>11 of 2014.</p> <p>12 BY MR. LETTER (continuing):</p> <p>13 Q. I believe you testified, when</p> <p>14 Mr. Enger was asking you questions, that you</p> <p>15 had joined--and please correct me if I'm</p> <p>16 wrong--the Namenda franchise team in 2014.</p> <p>17 A. Yes, I believe it was March of</p> <p>18 2014.</p> <p>19 Q. So back to Snyder Exhibit 4 for a</p> <p>20 moment. The testimony that starts with my</p> <p>21 question at the bottom of page 58 and is</p> <p>22 answered by the bottom of page 59, Mr. Solomon</p> <p>23 draws a distinction between what Forest would</p> <p>24 have done prior to being acquired by Actavis</p> <p>25 and things that would take place after. I'm</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. Prior to Forest being acquired by</p> <p>2 Actavis, Forest could have licensed the</p> <p>3 authorized generic to another company, correct?</p> <p>4 MS. McDEVITT: Objection to form,</p> <p>5 calls for speculation.</p> <p>6 A. Yeah, I'm not sure what -- I mean,</p> <p>7 I don't know the answer to that.</p> <p>8 MS. McDEVITT: And foundation.</p> <p>9 Q. So the distinction I'm drawing</p> <p>10 here is launching -- Forest launching the</p> <p>11 authorized generic itself, or Forest entering</p> <p>12 into a license with another company whereby</p> <p>13 Forest allows that other company to launch an</p> <p>14 authorized generic. Are you with me?</p> <p>15 A. Are you talking about the</p> <p>16 definition of an authorized generic?</p> <p>17 Q. I'm unclear as to your answer.</p> <p>18 A. You're asking -- I mean, is that</p> <p>19 what happens when there's an authorized</p> <p>20 generic, that, yes, a company can launch an</p> <p>21 authorized generic or they can authorize</p> <p>22 someone else to launch an authorized generic</p> <p>23 under the NDA. Yes, that's by definition.</p> <p>24 Q. And when you say "authorize,"</p> <p>25 that's generally done through a license</p>

20 (Pages 74 - 77)

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<p style="text-align: right;">Page 78</p> <p>1 process?</p> <p>2 A. I'm not that familiar with the</p> <p>3 process.</p> <p>4 Q. I don't believe we've actually</p> <p>5 discussed this yet. Do you have an</p> <p>6 understanding of what an authorized generic is?</p> <p>7 A. Yes.</p> <p>8 Q. Can you tell me, please.</p> <p>9 A. Yes. An authorized generic is</p> <p>10 pretty much what I just said. When a company</p> <p>11 either makes a generic version or authorizes</p> <p>12 someone else to make a generic version under</p> <p>13 their NDA.</p> <p>14 Q. And when you say "under their</p> <p>15 NDA," you're referring to the brand product's</p> <p>16 application with the FDA, correct?</p> <p>17 A. Yes, under the NDA.</p> <p>18 Q. Is it fair to say that an</p> <p>19 authorized generic is essentially the brand</p> <p>20 product under generic trade dress, marketed</p> <p>21 under generic trade dress?</p> <p>22 MS. McDEVITT: Objection to form.</p> <p>23 A. It's -- I mean, it's the same</p> <p>24 active ingredient as what's in the generic.</p> <p>25 It's the same exact product.</p>	<p style="text-align: right;">Page 80</p> <p>1 number 3. At the very bottom of topic number</p> <p>2 3, there's a discussion of previous authorized</p> <p>3 generics marketed or licensed by Forest.</p> <p>4 Are you with me?</p> <p>5 A. I see the paragraph.</p> <p>6 Q. Okay. Did you do any</p> <p>7 investigation as to whether or not this is an</p> <p>8 accurate list of Forest-authorized generics?</p> <p>9 A. I didn't go through and look each</p> <p>10 one up, but, yes, there is a -- I mean, an FDA</p> <p>11 listing that I'm sure you can provide that we</p> <p>12 could confirm that.</p> <p>13 But I mean, I think the point</p> <p>14 is is that, I mean, every situation is</p> <p>15 different and, you know, regardless of what was</p> <p>16 done for Lexapro or some of these other</p> <p>17 products, there was -- there was never any</p> <p>18 discussion about launching an authorized</p> <p>19 generic at Forest.</p> <p>20 From my perspective, I ran the</p> <p>21 forecasts, I never -- was never involved at all</p> <p>22 in a discussion of an authorized generic for</p> <p>23 Namenda.</p> <p>24 Q. And is that because the lifecycle</p> <p>25 management technique associated with when</p>
<p style="text-align: right;">Page 79</p> <p>1 Q. It's the same exact product?</p> <p>2 A. It's the same -- it's the same</p> <p>3 ingredient, yes, the same active ingredient.</p> <p>4 Q. But it's, in fact, the exact same</p> <p>5 product because it's made pursuant to the</p> <p>6 specifications approved by the FDA under the</p> <p>7 new drug application for the brand, correct?</p> <p>8 A. Correct.</p> <p>9 Q. So back to my question about prior</p> <p>10 to Forest being acquired by Actavis, Forest</p> <p>11 could have licensed to another company the</p> <p>12 right to market an authorized generic version</p> <p>13 of Namenda Immediate-Release, correct?</p> <p>14 A. Yes.</p> <p>15 Q. And, in fact, they did that with</p> <p>16 Lexapro, correct?</p> <p>17 A. I'm not familiar with that.</p> <p>18 Q. So I went through a document with</p> <p>19 Mr. Solomon where the FDA maintains a list of</p> <p>20 authorized generics that they're aware of being</p> <p>21 marketed, and I'm trying to avoid going through</p> <p>22 that list again with you.</p> <p>23 What I want to do is go back to</p> <p>24 Solomon Exhibit 1, if you wouldn't mind pulling</p> <p>25 that up, and turning your attention to topic</p>	<p style="text-align: right;">Page 81</p> <p>1 Namenda Immediate-Release was to go generic was</p> <p>2 to convert the market to Namenda XR, correct?</p> <p>3 MS. McDEVITT: Objection to form,</p> <p>4 lack of foundation, mischaracterizes her</p> <p>5 testimony.</p> <p>6 A. That's -- no, that's not correct.</p> <p>7 Q. What is incorrect about --</p> <p>8 A. I'm just saying that I -- there</p> <p>9 was never any discussion about an authorized</p> <p>10 generic. That's all I said.</p> <p>11 Q. Were there discussions about</p> <p>12 anything other than a conversion to Namenda XR</p> <p>13 from Namenda Immediate-Release?</p> <p>14 A. I mean, that's part of my job. Of</p> <p>15 course there were discussions about -- I mean,</p> <p>16 there were discussions about -- I'm not sure</p> <p>17 when you're referring to in discussions. I</p> <p>18 mean, there were discussions about lots of</p> <p>19 things related to Namenda.</p> <p>20 Q. Well, you said you forecast all</p> <p>21 sorts of things, right? Is that a fair</p> <p>22 statement?</p> <p>23 A. Yes.</p> <p>24 Q. So other than a conversion from</p> <p>25 Namenda Immediate-Release to Namenda XR, what</p>

21 (Pages 78 - 81)

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<p style="text-align: right;">Page 82</p> <p>1 were some of the other things that you 2 forecasted? And I'm referring to the 3 pre-Actavis acquisition time here. 4 A. If you're asking things that I 5 forecast, I mean, [REDACTED] 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 [REDACTED], 11 [REDACTED] 12 [REDACTED] I mean, there's an endless 13 number of things that I would look at to do a 14 forecast. 15 Q. I used the term previously 16 "lifecycle management." Have you heard of that 17 term before? 18 A. Yes. 19 Q. Do you have an understanding of 20 what it is? 21 A. Yes. 22 Q. Can you tell me what it is? 23 A. Lifecycle management is just, you 24 know, some -- what you would do with the drug 25 in the future in terms of other indications or</p>	<p style="text-align: right;">Page 84</p> <p>1 authorized generic topic and we're not 2 there right now. And I think that's 3 not -- she's not here to testify in her 4 individual capacity. 5 MR. LETTER: I understand that. 6 But we're here right now because of her 7 previous answers. 8 MS. McDEVITT: No, we're not. 9 We're not here right now because -- 10 (Inaudible) 11 MR. LETTER: I'm not arguing. Can 12 you have my most previous question read 13 back, please. 14 (Requested portion read.) 15 MS. McDEVITT: Objection to form, 16 outside the scope. 17 A. I think -- I mean, I'm talking 18 specifically about forecasting and, you know, I 19 think those are two different conversations 20 that we're having. We're talking about 21 forecasting versus lifecycle management so... 22 Q. I'm fine to make the distinction 23 that we're talking about lifecycle management 24 now. If that helps you answer the question. 25 MS. McDEVITT: I'm going to shut</p>
<p style="text-align: right;">Page 83</p> <p>1 things like that. 2 Q. So in your previous answer about 3 all the different things you forecasted and 4 you've had a list of things, would you consider 5 all of those things to be lifecycle management 6 techniques? 7 A. No, not all of them. 8 Q. What were some of the lifecycle 9 management techniques in the things that you 10 listed? 11 A. I probably didn't -- those weren't 12 related to lifecycle management. 13 Q. Is it fair to say that conversion 14 from the Immediate -- Namenda Immediate-Release 15 to Namenda XR would be considered a lifecycle 16 management method? 17 MS. McDEVITT: Object to form and, 18 again, I think we're getting pretty fair 19 afield from the scope of the 30(b)(6) 20 topic here. 21 MR. LETTER: I'm going based on 22 her answers. 23 MS. McDEVITT: Well, we're taking 24 it question by question but, I mean, I 25 thought we were talking about the</p>	<p style="text-align: right;">Page 85</p> <p>1 this down if we're talking about 2 lifecycle management, just be forewarned. 3 MR. LETTER: I'm asking questions 4 based on her previous answers. 5 MS. McDEVITT: No, you're not. 6 BY MR. LETTER (continuing): 7 Q. Ms. Snyder, can you answer my 8 question? I intend to move on as soon as you 9 answer this question. 10 A. Ask me -- please ask me the 11 question again. 12 MR. LETTER: Please read it back. 13 (Requested portion read.) 14 MS. McDEVITT: And I'm going to 15 object to the question and instruct the 16 witness not to answer as outside the 17 scope of the agreed-upon topics that 18 she's here to testify about today. 19 BY MR. LETTER (continuing): 20 Q. Are you going to follow your 21 counsel's instruction? 22 A. I am. 23 MR. LETTER: I'll note for the 24 record that I disagree with the 25 instruction not to answer. It's not a</p>

22 (Pages 82 - 85)

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<p style="text-align: right;">Page 94</p> <p>1 Q. Okay. From the context of this 2 testimony on Bates ending 461, it's fair to say 3 that Mr. Saunders was being asked about the 4 possibility of Forest/Actavis launching an 5 authorized generic for Namenda Immediate- 6 Release, right? 7 MS. McDEVITT: Objection to form, 8 Actavis launching an authorized generic. 9 I mean, that's what the questions say. 10 A. Yes, he was being asked about 11 Actavis. 12 Q. And their launch -- 13 A. Of an authorized generic, yes. 14 Q. So let's talk about the 15 acquisition of Forest by Actavis for a minute. 16 Forest was primarily a brand business, right? 17 A. Yes. 18 Q. And Actavis had brand products but 19 also generic products as well, right? 20 A. Actavis, yes, had... 21 Q. So when Actavis acquired Forest, 22 for lack of a better term, was there some kind 23 of Chinese wall between the brand side of the 24 business and the generic side of the business? 25 A. I don't know if I'd characterize</p>	<p style="text-align: right;">Page 96</p> <p>1 read what it is that he says here. He says: 2 Our generic division would love to do this from 3 Actavis. 4 Q. And you have no reason to believe 5 that this testimony wasn't correct at the time 6 it was being given, right? 7 A. I would have no reason to believe 8 that he would say something incorrect. 9 Q. The course of your investigation 10 on the authorized generic topics didn't 11 indicate any reason why -- for you to believe 12 that this testimony was incorrect at the time 13 it was given? 14 A. No. 15 Q. It's also fair to say that in this 16 testimony, Mr. Saunders expresses reluctance to 17 make the decision to launch an authorized 18 generic version of Namenda Immediate-Release as 19 of this time, correct? 20 MS. McDEVITT: Objection to form. 21 The testimony speaks for itself. 22 A. I think we can all read what he -- 23 what he said. 24 Q. I realize that we can all read 25 what he says. But I'm trying to get on the</p>
<p style="text-align: right;">Page 95</p> <p>1 it like that but I -- from a commercial 2 perspective, I didn't work with commercial 3 colleagues on the generic side of the business. 4 Q. And so is that the reason for the 5 distinction that you keep making about Actavis 6 launching an authorized generic versus when I 7 say Forest, do you simply mean that Forest was 8 acquired by Actavis or that there was a 9 distinction between the brand side of the 10 business and the generic side of the business? 11 A. I think -- I think it's different. 12 I think Forest, like you said, was primarily a 13 branded company, whereas Actavis -- and I think 14 Mr. Saunders, you know, talks about his generic 15 group as well. I mean, there was a large 16 generics group that was not present when we 17 were at Forest. 18 Q. And it's fair to say, in this 19 testimony on Bates ending 461, that 20 Mr. Saunders was expressing the fact that the 21 generic side of the business at Actavis was 22 pressuring him to launch an authorized generic 23 version of Namenda Immediate-Release, correct? 24 A. I mean, I'm -- I'm not going to 25 put words in his mouth. I mean, I think we can</p>	<p style="text-align: right;">Page 97</p> <p>1 same page with you about -- we had previously 2 established that Actavis launched an authorized 3 generic in July 2015. But as of November 2014, 4 Mr. Saunders was expressing a reluctance to 5 launch that authorized generic. 6 Are we on the same page? 7 MS. McDEVITT: Same objection. 8 A. I mean, I would be -- I would need 9 to make a judgment on what he was feeling and, 10 you know, I think we can just read what it is 11 he said. 12 Q. Let me come at it like this: What 13 changed between November 2014 and July 2015 14 such that Mr. Saunders felt comfortable 15 launching an authorized generic version of 16 Namenda Immediate-Release? 17 MS. McDEVITT: Objection to form, 18 lack of foundation. 19 A. I'd have to speculate. I don't 20 know what result -- what caused Actavis to 21 launch a generic. 22 Q. You didn't do any independent 23 investigation as to why Actavis made the 24 decision to launch an authorized generic 25 version of Namenda Immediate-Release, correct?</p>

25 (Pages 94 - 97)

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<p style="text-align: right;">Page 98</p> <p>1 A. I will say, I mean, Actavis was in 2 the generics business. That was -- that was 3 what they did. You know, they -- you know, 4 apparently from this testimony, they saw it 5 as -- let's see what -- how Brent characterized 6 it. He said it's going to be a very 7 competitive marketplace and they think they 8 could do well. 9 And so they -- you know, based on 10 the number of generic sites that were available 11 at -- that were planning to launch at that 12 time, they apparently found that it was going 13 to be a competitive marketplace that they were 14 interested in -- in getting into. 15 Q. I appreciate Mr. Saunders' 16 testimony. 17 A. Um-hmm. 18 Q. But what I'm trying to figure 19 out--and partially the reason why you're here 20 today and we're doing this again after 21 Mr. Solomon's deposition--is I need to know on 22 the record, the jury needs to know what changed 23 between November 2014 and July 2015 to cause 24 Actavis to launch an authorized generic version 25 of Namenda Immediate-Release. And I'm</p>	<p style="text-align: right;">Page 100</p> <p>1 A. Correct. 2 Q. Assume for me, hypothetically, 3 that that generic launch -- strike that. 4 Assume for me, hypothetically, 5 that generics, other than Forest's authorized 6 generic, launched earlier in time, before July 7 2015. Are you with me? 8 A. I'm following what you're saying 9 but this is, you know -- 10 Q. It's a hypothetical. 11 A. Hypothetical, yeah. 12 Q. Can you articulate any reasons why 13 the generic division of Actavis would have 14 acted any differently had there been entry by 15 other generic Namenda Immediate-Release 16 products, had that happened earlier than July 17 2015? 18 MS. McDEVITT: Object to form. 19 The hypothetical, again, we're -- I feel 20 like it's -- well, go ahead. I'm going 21 to object to form, calls for speculation. 22 Different corporate entities involved 23 here. 24 A. Yeah, it's a -- I mean, it's 25 totally hypothetical. I'm not even sure I'm</p>
<p style="text-align: right;">Page 99</p> <p>1 understanding you to be testifying that you 2 don't know and you didn't do any independent 3 investigation. Is that fair? 4 MS. McDEVITT: Objection to form. 5 A. I think, you know, the exact 6 reasons why the generic division -- you know, 7 what -- what caused them to say, okay, we are 8 going to launch it, I don't know. 9 What I do know is that, you know, 10 there were -- at this point there were 11 probably, you know, four or five generics that 12 were planning to launch and it was a 13 competitive marketplace. And so they must have 14 done some analysis that made them determine 15 that they wanted to launch the authorized 16 generic. 17 Q. Is it fair to say that the generic 18 division within Actavis would have felt that 19 way no matter when other generic Namenda 20 Immediate-Release products entered the market? 21 Do you follow me? Let me orient you as to 22 time. 23 July 2015, there were generics 24 other than Forest's authorized generic that 25 launched at the same time. Correct?</p>	<p style="text-align: right;">Page 101</p> <p>1 following. So you're saying if someone had 2 launched prior to -- 3 Q. Are you aware of the term "true 4 generic" as opposed to "authorized generic"? 5 A. Yes. I mean, I haven't heard that 6 term but I assume -- well, tell me what you 7 mean by "true generic." 8 Q. I mean launches by ANDA generics. 9 A. Yes. 10 Q. As opposed to NDA-authorized 11 generics. Are we on the same page? 12 A. Yes. 13 Q. So suppose, hypothetically, that 14 ANDA generics launched in January 2015. Are 15 you with me? 16 A. Yes. 17 Q. Can you articulate any reasons why 18 the generic division at Actavis would approach 19 the launch of an authorized generic version of 20 Namenda Immediate-Release any differently under 21 those circumstances? 22 MS. McDEVITT: Objection to form, 23 calls for speculation. 24 A. I really can't speculate. 25 Q. So the answer is no, you can't</p>

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<p style="text-align: right;">Page 106</p> <p>1 appearance by Namenda Immediate-Release. Do</p> <p>2 you have any reason to doubt the results of</p> <p>3 that search?</p> <p>4 A. No.</p> <p>5 Q. Has Forest ever had -- has Forest</p> <p>6 ever encountered a supply shortage for</p> <p>7 memantine hydrochloride API?</p> <p>8 A. Not that I'm aware.</p> <p>9 Q. Does Forest always attempt to meet</p> <p>10 customer demand across all products?</p> <p>11 MS. McDEVITT: Objection to form.</p> <p>12 A. I can't speak to all products.</p> <p>13 Obviously Forest would want to supply their</p> <p>14 customers with the products they need.</p> <p>15 Q. Until the launch of generic</p> <p>16 Immediate-Release Namenda in July 2015, was</p> <p>17 Forest able to supply the entire memantine</p> <p>18 hydrochloride market by itself?</p> <p>19 MS. McDEVITT: Objection to form.</p> <p>20 A. Can you say that again? I mean, I</p> <p>21 didn't -- can you read that back?</p> <p>22 (Requested portion read.)</p> <p>23 A. It's a broad question. I'm not</p> <p>24 sure what you're asking.</p> <p>25 Q. Sure. So when I say "memantine</p>	<p style="text-align: right;">Page 108</p> <p>1 Forest/Actavis/Allergan, do they attempt to</p> <p>2 rectify backorders as soon as possible?</p> <p>3 A. Of course.</p> <p>4 Q. I am now going to switch gears</p> <p>5 into the personal capacity declaration topic.</p> <p>6 Shall we take a break?</p> <p>7 MS. McDEVITT: Do you want to take</p> <p>8 a break.</p> <p>9 THE WITNESS: Sure.</p> <p>10 MS. McDEVITT: Why don't we.</p> <p>11 VIDEO TECHNICIAN: The time on the</p> <p>12 video monitor is 1:01 p.m. We're off the</p> <p>13 record.</p> <p>14 (Lunch recess taken.)</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 107</p> <p>1 hydrochloride market," I'm referring to that</p> <p>2 list that we went over earlier of Namenda</p> <p>3 Immediate-Release tablets, Namenda</p> <p>4 Immediate-Release oral solution, Namenda</p> <p>5 Extended-Release capsules, and Namzaric. Are</p> <p>6 we on the same page?</p> <p>7 A. I'm just not sure what you're</p> <p>8 asking. Are you asking was there ever a</p> <p>9 shortage of any of those products? I'm not</p> <p>10 sure what you're asking.</p> <p>11 Q. Sure, if you'd like to</p> <p>12 characterize it that way. Can you think of a</p> <p>13 shortage of any of those products ever?</p> <p>14 A. Yes. There were times when there</p> <p>15 were products on backorder, absolutely.</p> <p>16 Q. Were any of those Namenda</p> <p>17 Immediate-Release products?</p> <p>18 A. Like I said before, I mean, I</p> <p>19 don't recall a situation where there was an</p> <p>20 issue supplying Namenda Immediate-Release, but</p> <p>21 I -- you know, there could have been a</p> <p>22 backorder at some time that I was not aware of.</p> <p>23 Backorders are very common, you</p> <p>24 know, so I don't know.</p> <p>25 Q. Does Forest attempt --</p>	<p style="text-align: right;">Page 109</p> <p>1 AFTERNOON SESSION</p> <p>2 VIDEO TECHNICIAN: We are back on</p> <p>3 the record. The time on the video</p> <p>4 monitor is 1:40 p.m. This starts Media</p> <p>5 No. 3.</p> <p>6 (Exhibit 6: Declaration of Julie</p> <p>7 Snyder 10/6/17, was marked for</p> <p>8 identification.)</p> <p>9 CONTINUED EXAMINATION</p> <p>10 BY MR. LETTER:</p> <p>11 Q. Welcome back, Ms. Snyder. I'm</p> <p>12 having the court reporter hand you what's being</p> <p>13 marked Snyder Exhibit 6. Take your time</p> <p>14 reviewing that.</p> <p>15 And while you're doing so, I will</p> <p>16 read into the record that this is the</p> <p>17 Declaration of Julie Snyder, dated October 6th,</p> <p>18 2017, submitted in the In Re Namenda Direct</p> <p>19 Purchaser Antitrust Litigation.</p> <p>20 A. (Perusing exhibit.)</p> <p>21 Okay.</p> <p>22 Q. You've had an opportunity to</p> <p>23 review?</p> <p>24 A. Yes.</p> <p>25 Q. So to orient you, I'd like to</p>

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<p style="text-align: right;">Page 110</p> <p>1 discuss what is on internal page 1, it's the 2 first page of substance. 3 Do you recognize this document? 4 A. Yes. 5 Q. And can you tell me what it is? 6 A. It's a document that I signed 7 talking about the communications that were sent 8 in -- I don't know if the date's on here, but 9 they were sent in -- I believe they were in 10 early 2015 regarding the availability of 11 Namenda IR. 12 Q. So this is the Declaration of 13 Julie Snyder, correct? 14 A. Yes. 15 Q. And the date of it is October 6th, 16 2017? 17 A. Yes. 18 Q. And that is your signature on 19 internal page 2? 20 A. Yes. 21 Q. Back to internal page 1, the first 22 paragraph says you are currently executive 23 director of neurology marketing at Allergan 24 plc. Do you see that? 25 A. Yes.</p>	<p style="text-align: right;">Page 112</p> <p>1 When I was senior product manager, I would have 2 had specific responsibilities on the team. So 3 not every single thing related to the marketing 4 of the product. 5 Q. So in other words, you had more 6 than just Namenda that you were in charge of as 7 the brand manager; is that fair? 8 A. I'd say not necessarily more than 9 just Namenda but more responsibility in that 10 all of the marketing would have reported in to 11 me as opposed to just certain activities on the 12 brand. So it's a, you know, more -- bigger 13 scope of responsibility on the Namenda 14 franchise. 15 Q. And when we say "Namenda 16 franchise" as referred to here, we're talking 17 about Namenda Immediate-Release, Namenda XR and 18 Namzaric, right? 19 A. Correct. 20 Q. And then it goes on, same 21 paragraph two there, April 2015 you 22 transitioned into executive director of 23 marketing for Actavis? 24 A. Yes. 25 Q. Did your responsibilities change</p>
<p style="text-align: right;">Page 111</p> <p>1 Q. Does Namenda fall into the 2 neurology area, for lack of a better term? 3 A. Yes. 4 Q. The second paragraph says 5 (as read): 6 Beginning in 2014, I was senior 7 product director at Forest. 8 Do you see that? 9 A. Yes. 10 Q. And then it goes on (as read): 11 ...during which time I was the 12 brand manager for the Namenda franchise. 13 A. Yes. 14 Q. We had previously discussed, in 15 one of the earlier documents, back in 2009 you 16 were senior product manager for Namenda. That 17 is Solomon Exhibit 3 if you'd like to refresh 18 yourself. 19 Is there a distinction or a 20 difference between being brand manager and 21 senior product manager? 22 A. So the titles -- I mean, each 23 promotion comes with an increasing level of 24 responsibility. In 2014 I had responsibility 25 for the marketing for the Namenda franchise.</p>	<p style="text-align: right;">Page 113</p> <p>1 as part of that? 2 A. No. It was just a title change. 3 Q. So the transition from Forest to 4 Actavis essentially there was a different 5 title? 6 A. Yes, right. 7 Q. And now that you're executive 8 director of neurology marketing at Allergan, is 9 that the same sort of thing that happened when 10 Forest became Actavis, in that your 11 responsibilities are essentially the same but 12 your title has changed? 13 A. Essentially, yes. 14 Q. Going down to the third paragraph 15 on internal page 1, it begins "It is my 16 understanding." Do you see that? 17 A. Yes. 18 Q. And then it discusses an 19 injunction being entered by a federal court in 20 December 2014. Do you see that? 21 A. Yes. 22 Q. And that injunction relates to 23 prohibiting Forest from withdrawing Namenda 24 Immediate-Release from the market or limiting 25 its distribution, correct?</p>

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<p style="text-align: right;">Page 114</p> <p>1 A. Correct.</p> <p>2 Q. Did you read the injunction order</p> <p>3 that was entered by the Federal Court in</p> <p>4 December 2014?</p> <p>5 A. Yes.</p> <p>6 Q. The second sentence in that same</p> <p>7 paragraph three mentions a February 2014</p> <p>8 withdrawal announcement. Do you see that?</p> <p>9 It's at the very back of the second sentence.</p> <p>10 A. I'm sorry, where are you?</p> <p>11 Q. Third paragraph, number three.</p> <p>12 A. Yes.</p> <p>13 Q. Second sentence, end of the second</p> <p>14 sentence.</p> <p>15 A. Yes.</p> <p>16 Q. And that withdrawal announcement</p> <p>17 was related to Namenda Immediate-Release,</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 Q. Turning over to internal page 2,</p> <p>21 paragraph five, it begins "Forest sent</p> <p>22 caregivers." Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And then in the middle of that</p> <p>25 sentence, it references 900,000 communications.</p>	<p style="text-align: right;">Page 116</p> <p>1 paragraph five?</p> <p>2 A. Yes.</p> <p>3 Q. And you put your eyeballs on all</p> <p>4 the templates that went to these various</p> <p>5 entities?</p> <p>6 A. Yes.</p> <p>7 Q. After paragraph six, there is a</p> <p>8 sentence that says (as read):</p> <p>9 I declare under penalty of</p> <p>10 perjury...</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. So when you signed this, you were</p> <p>14 declaring under the penalty of perjury that</p> <p>15 everything previous to that was true and</p> <p>16 correct, correct?</p> <p>17 A. Yes.</p> <p>18 Q. I want you to keep this one handy,</p> <p>19 but we're moving on from it for now. I'm going</p> <p>20 to show you what's being marked as Snyder</p> <p>21 Exhibit 7.</p> <p>22 (Exhibit 7: Communication to</p> <p>23 sales representatives (#FRX-AT-03794674),</p> <p>24 was marked for identification.)</p> <p>25 BY MR. LETTER (continuing):</p>
<p style="text-align: right;">Page 115</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. So these were over 900,000</p> <p>4 communications that Forest sent to various</p> <p>5 entities and folks, correct?</p> <p>6 A. Yes.</p> <p>7 MS. McDEVITT: Objection to form.</p> <p>8 A. This is -- yeah, Forest sent over</p> <p>9 900,000 communications to these various people,</p> <p>10 as it says here.</p> <p>11 Q. Did you review all 900,000</p> <p>12 communications?</p> <p>13 A. Did I review everything? I</p> <p>14 reviewed all the communication -- communication</p> <p>15 templates. I did not review each individual</p> <p>16 communication, as there's, you know, HIPAA</p> <p>17 violations with me reviewing something that</p> <p>18 specifically would have a character's name on</p> <p>19 it.</p> <p>20 Q. So correct me if I mischaracterize</p> <p>21 this. There were templates, say, to send to</p> <p>22 caregivers; there was a template to send to</p> <p>23 healthcare providers; there was a template to</p> <p>24 send to long-term care facilities, et cetera,</p> <p>25 et cetera, as listed here in the beginning of</p>	<p style="text-align: right;">Page 117</p> <p>1 Q. Ms. Snyder, please review that.</p> <p>2 While you're doing so, I will read for the</p> <p>3 record that this was a document produced by</p> <p>4 Forest to plaintiffs in this litigation bearing</p> <p>5 the Bates stamp FRX-AT-03794674. And let me</p> <p>6 know when you've had an opportunity to review.</p> <p>7 A. (Perusing exhibit.)</p> <p>8 Okay.</p> <p>9 Q. So, Ms. Snyder, very early on in</p> <p>10 this deposition when Mr. Enger was asking you</p> <p>11 questions, you said that, as part of the</p> <p>12 Namenda marketing team, one of the duties that</p> <p>13 you undertook was to write sales force</p> <p>14 communications. Do you recall that?</p> <p>15 A. Yes.</p> <p>16 Q. Is this a communication to sales</p> <p>17 representatives that you wrote? And the reason</p> <p>18 I ask that is because it says "Thanks Julie"</p> <p>19 down at the bottom.</p> <p>20 A. Right. I mean, it looks like</p> <p>21 something that, you know, I drafted based on</p> <p>22 this. But there's no information on whether I</p> <p>23 sent this or whether someone, you know, wrote</p> <p>24 it and I reviewed it. You know, people</p> <p>25 write -- on my team would write communications</p>

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<p style="text-align: right;">Page 118</p> <p>1 for me as well, so I'd have to see more detail 2 to know for sure. 3 Q. Is it fair to say that if someone 4 on your team wrote this communication and it 5 says "Thanks Julie," you would probably have 6 reviewed it before it went out? 7 A. Yes. 8 Q. Are you familiar with something 9 called metadata? 10 A. Not much but yes. 11 Q. Essentially it's data about the 12 electronic file that the document comes from? 13 A. Um-hmm. 14 Q. And the metadata for this 15 particular document indicates that it's from 16 January of 2015. Do you have any reason to 17 dispute that on the face of the document? 18 A. No. 19 Q. So under the bold Important 20 Message there, there's a paragraph that begins 21 "As you know, the District Court." Do you see 22 that? 23 A. Yes. 24 Q. And then it references the Court 25 entering a preliminary injunction requiring</p>	<p style="text-align: right;">Page 120</p> <p>1 A. I'd have to speculate. You know, 2 I don't know. 3 Q. Maybe we can come at it like this: 4 There was an injunction order in place 5 directing Actavis to continue distribution of 6 Namenda Immediate-Release tablets, correct? 7 A. Yes. 8 Q. And Actavis Forest -- strike that. 9 Actavis was appealing that 10 injunction order, right? 11 A. Yes, um-hmm. 12 Q. So what would be the purpose of 13 appealing the injunction order? 14 A. You'd have to talk to the 15 attorneys. I mean, that's -- I'm providing 16 factual information to our sales 17 representatives we're appealing this decision. 18 Q. Would the result of winning the 19 appeal for Actavis be anything other than 20 withdrawing Namenda Immediate-Release tablets 21 from the market? 22 MS. McDEVITT: Objection to form, 23 calls for speculation. 24 A. It's all speculation. You know, I 25 don't know.</p>
<p style="text-align: right;">Page 119</p> <p>1 Actavis to continue distribution of Namenda 2 Immediate-Release tablets. Do you see that? 3 And that's the same thing that is referenced in 4 the Declaration of Julie Snyder that we talked 5 about earlier, right, the injunction order? 6 A. Yes. 7 Q. The second sentence in that 8 paragraph that begins "As you know," says 9 (as read): 10 We are appealing this decision. 11 Do you see that? 12 A. Yes. 13 Q. Why did Forest include information 14 about appealing the injunction order? 15 A. I don't remember the details, but 16 it's factual. 17 Q. What did Forest intend to do if it 18 won the appeal of the injunction order? 19 MS. McDEVITT: Objection to form. 20 And I would just caution Ms. Snyder that 21 if she can answer the question without 22 revealing any privileged communications 23 with lawyers, she can do so. But if it 24 calls for privileged information, then we 25 need to be mindful of that.</p>	<p style="text-align: right;">Page 121</p> <p>1 Q. Can you think of another result at 2 all that it could possibly be? 3 MS. McDEVITT: Same objection. 4 A. I have nothing further to add on 5 it. It's all speculation of what -- you know, 6 what would have happened. It's another -- you 7 know, it's another hypothetical situation. 8 Q. It seems more straightforward than 9 a typical hypothetical here, though. You're 10 either required to keep Namenda 11 Immediate-Release on the market, or you win the 12 appeal and remove Namenda Immediate-Release 13 from the market. Am I leaving any other 14 possibilities out? 15 MS. McDEVITT: Objection to form, 16 mischaracterizes. And, yeah, there's 17 lots of other possibilities. You know 18 what time the decision came down. I 19 mean, it just -- she's -- it calls for 20 speculation. Objection. 21 MR. ENGER: Counsel, I would ask 22 you not to use speaking objections, 23 please. 24 MS. McDEVITT: You've got to ask a 25 question that's fair and is based on her</p>

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<p style="text-align: right;">Page 138</p> <p>1 asking you is: In putting together your 2 declaration, did you do any analysis as to how 3 many times Forest sales representatives told 4 physicians that Immediate-Release would be 5 discontinued before the injunction? 6 A. No, I don't have that data. 7 Q. And I believe--you correct me if 8 I'm wrong--one of your recent answers was that 9 you didn't do any analysis about how many times 10 Forest's sales representatives told physicians 11 that Immediate-Release would not be 12 discontinued after the injunction, correct? 13 A. What I'm saying is that we -- as 14 with any training of our sales representatives, 15 we provide them the information to communicate 16 to physicians, but we don't -- you know, we're 17 not there for every single call to know exactly 18 what is said on any one given call. But we 19 provide the direction and the sales 20 representatives -- the sales representatives 21 have conversations per the direction that they 22 are given. 23 Q. There are certain legal 24 consequences for a sales representative making 25 representations to a physician, say, about</p>	<p style="text-align: right;">Page 140</p> <p>1 Q. Did you have communications with 2 physicians about Immediate-Release being 3 discontinued prior to the injunction, you 4 personally? 5 A. I personally was not on the team 6 in early 2014, so, you know, I would not have 7 had that communication. 8 Q. Do you know of any instances in 9 which Forest's sales representatives told 10 physicians that Namenda Immediate-Release 11 tablets would not be discontinued after the 12 injunction -- strike that. 13 Let me ask it like this: In those 14 instances where Forest's sales representatives 15 told physicians that Immediate-Release tablets 16 would not be discontinued after the injunction 17 -- are we on the same page? So in those 18 instances. How many times did the sales 19 representatives also tell the physicians that 20 Forest was appealing the Court ruling? 21 A. I don't know. 22 MR. LETTER: Those are all the 23 questions I have. 24 MS. McDEVITT: Let's just go off 25 the record.</p>
<p style="text-align: right;">Page 139</p> <p>1 off-label marketing, correct? 2 MS. McDEVITT: Objection. 3 A. Sales representatives are -- I 4 don't know what happened to sales 5 representatives based on what they say. But 6 they are trained to deliver on-label and 7 appropriate messages to physicians. 8 Q. In your experience, do sales 9 representatives go off-script often? 10 A. I wouldn't say they have a -- they 11 have a script. They are trained to comply with 12 what's listed on the label and what's accurate. 13 Q. So taking -- I appreciate your 14 answer about the label. But in the context 15 here of making -- of communicating with 16 physicians about the injunction, do you know of 17 any instances where sales representatives told 18 physicians that Namenda Immediate-Release would 19 not be discontinued after the injunction? 20 A. Yes. There were definitely -- 21 sales representatives would have communicated 22 that to physicians. Like I said, I'm not with 23 every sales representative every day, but they 24 -- I mean, I had communications with physicians 25 that Namenda would remain on the market.</p>	<p style="text-align: right;">Page 141</p> <p>1 VIDEO TECHNICIAN: The time on the 2 video monitor is 2:23 p.m. We're off the 3 record. 4 (Recess taken.) 5 VIDEO TECHNICIAN: We are back on 6 the record. The time on the video 7 monitor is 2:32 p.m. 8 EXAMINATION BY 9 MS. McDEVITT: 10 Q. Thank you, Ms. Snyder, for your 11 time today. I just have a few questions for 12 you. And I was hoping you could take out the 13 document that's been previously marked as 14 Solomon Exhibit 3. 15 A. Okay. I have that. 16 Q. All right. And do you remember 17 asking [sic] some questions about this document 18 earlier today? 19 A. Yes. 20 Q. And just to orient the record, 21 this is a September 9th, 2009, Namenda 22 projection that you prepared? 23 A. Yes. 24 Q. Now, if we turn to the first page 25 -- well, actually it would be the second page</p>

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<p style="text-align: right;">Page 150</p> <p>1 the scenarios that you ran in Solomon Exhibit 3</p> <p>2 were somehow not valid because of Snyder</p> <p>3 Exhibit 11, correct?</p> <p>4 A. What I'm testifying is that there</p> <p>5 are various scenarios that I would have run. I</p> <p>6 don't think any forecast is correct. I mean, I</p> <p>7 think every forecast is exactly that; it's a</p> <p>8 forecast and I run different scenarios for</p> <p>9 different things.</p> <p>10 Q. You wouldn't want to bother a</p> <p>11 gentleman in Mr. Meury's position with an</p> <p>12 e-mail about forecasts and scenarios that were</p> <p>13 just simply not possible to occur, correct?</p> <p>14 MS. McDEVITT: Objection to form.</p> <p>15 A. Mr. Meury, Bill, he was in charge</p> <p>16 of the marketing department. I ran a lot of</p> <p>17 forecast scenarios by Mr. Meury.</p> <p>18 Q. Let me come at it like this: Did</p> <p>19 he write you back after you sent him this</p> <p>20 e-mail and said: Julie, why are you wasting my</p> <p>21 time sending this?</p> <p>22 MS. McDEVITT: Objection to form.</p> <p>23 A. Like I said, I sent him hundreds</p> <p>24 of scenarios. I don't recall his response to</p> <p>25 any individual -- any individual e-mail.</p>	<p style="text-align: right;">Page 152</p> <p>1 for your time. I have no further</p> <p>2 questions.</p> <p>3 MS. McDEVITT: No questions for</p> <p>4 me. Thank you.</p> <p>5 VIDEO TECHNICIAN: The time on the</p> <p>6 video monitor is 2:45 p.m. We are off</p> <p>7 the record. This ends our deposition.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 151</p> <p>1 Q. Has he ever responded to you in</p> <p>2 that way, meaning has he ever said to you:</p> <p>3 Julie, why are you wasting my time sending me</p> <p>4 these forecasts?</p> <p>5 A. Knowing Bill, that's not something</p> <p>6 he would respond with regardless of what -- you</p> <p>7 know, I'd have to speculate what he was</p> <p>8 thinking.</p> <p>9 Q. If he did respond in that way,</p> <p>10 that would be something that would stick in</p> <p>11 your mind, correct?</p> <p>12 MS. McDEVITT: Objection to form.</p> <p>13 A. I really don't recall every e-mail</p> <p>14 Bill's ever sent me.</p> <p>15 Q. But at this moment you can't</p> <p>16 recall one where he said: Don't waste my time</p> <p>17 with these forecasts, correct?</p> <p>18 MS. McDEVITT: Objection to form,</p> <p>19 asked and answered.</p> <p>20 A. I already answered that. I don't</p> <p>21 -- I -- I sent Bill many scenarios. Sometimes</p> <p>22 he responded, sometimes he didn't. I don't</p> <p>23 remember the context of every response that he</p> <p>24 sent.</p> <p>25 MR. LETTER: Ms. Snyder, thank you</p>	<p style="text-align: right;">Page 153</p> <p>1 STATE OF NEW YORK)</p> <p>2) ss:</p> <p>3 COUNTY OF NEW YORK)</p> <p>4</p> <p>5</p> <p>6 I, JULIE A. SNYDER, the witness</p> <p>7 herein, having read the foregoing testimony of</p> <p>8 the pages of this deposition, do hereby certify</p> <p>9 it to be a true and correct transcript, subject</p> <p>10 to the corrections, if any, shown on the</p> <p>11 attached page.</p> <p>12</p> <p>13</p> <p>14 _____</p> <p>15 JULIE A. SNYDER</p> <p>16 Sworn and subscribed to</p> <p>17 before me this _____ day</p> <p>18 of _____ 2017.</p> <p>19</p> <p>20 _____</p> <p>21 NOTARY PUBLIC</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1 ERRATA SHEET

2 WITNESS: JULIE A. SNYDER

DATE: October 11, 2017

3 REPORTER: Sherri Flagg, Reporter

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PAGE/LINE(S)/ CHANGE REASON

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19 Subscribed and Sworn to before me this ____ day

20 of _____, 2017.

21 _____

22 NOTARY PUBLIC _____

23 MY COMMISSION EXPIRES _____

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1 CERTIFICATION

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4 I, Sherri Flagg, a Certified

5 Professional Reporter, Certified LiveNote

6 Reporter, and a Notary Public, do hereby

7 certify that the foregoing witness, JULIE A.

8 SNYDER, was duly sworn on the date indicated

9 and that the foregoing is a true and accurate

10 transcription of my stenographic notes.

11 I further certify that I am not

12 employed by nor related to any party to this

13 action.

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20 Sherri Flagg, Reporter

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40 (Pages 154 - 155)